

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

IN RE CATTLE AND BEEF ANTITRUST
LITIGATION

THIS DOCUMENT RELATES TO:

Sysco Corp. v. Cargill Inc., et al.
Case No. 22-cv-1750 (D. Minn.)

Case No. 22-md-3031 (JRT/JFD)

Honorable John R. Tunheim
Honorable John F. Docherty

AMENDED LOCAL RULE 7.1 MEET AND CONFER STATEMENT

Pursuant to the Court's July 5, 2023 Order (ECF 281), Carina Ventures LLC ("Carina") and Sysco Corporation ("Sysco") respectfully submit this amended meet and confer statement with respect to the Joint Motion for Substitution of Plaintiff filed by Carina and Sysco on June 29, 2023 (ECF 277).

On July 6, 2023, counsel for Carina, Sysco, and each Defendant met and conferred via Zoom for approximately thirty-five minutes. At Carina's request, counsel for Defendants emailed a list of questions they had about the Motion to counsel for Carina and Sysco on the evening of July 5. During the meet-and-confer, counsel for Carina and Sysco answered each of those questions and others posed by Defendants to the best of their ability. Following the meet-and-confer, on July 7, Defendants emailed counsel for Carina and Sysco stating they are not able to agree to the Motion. Defendants' email and Carina's response is appended hereto.

Pursuant to Local Rule 7.1(b)(2), any response to the Motion from Defendants is due by July 14, 2023. Carina and Sysco respectfully request permission to file respective replies by July 21, 2023.

Dated: July 7, 2023

/s/ Scott E. Gant

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Respectfully submitted,

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Counsel for Sysco Corporation

Colleen Harrison

From: Scott Gant
Sent: July 7, 2023 12:37 PM
To: Kosta Stojilkovic; Rubenstein, Julie
Cc: Colleen Harrison; christopher.wilson@bakerbotts.com; Chris Seeger; Jennifer Scullion; !Cattle-And-Beef-Defense-Service-List
Subject: RE: Motion to substitute

One point of clarification regarding the highlighted language below. Carina is not asking any Defendant to waive any rights or arguments with respect to these issues. Our point is that resolution of such issues is premature, and many are appropriately directed to the Court in which trial will take place (after remand from the MDL Court).

From: Kosta Stojilkovic <kstojilkovic@wilkinsonstekloff.com>
Sent: Friday, July 7, 2023 11:57 AM
To: Scott Gant <sgant@bsfllp.com>; Rubenstein, Julie <julie.rubenstein@bakerbotts.com>
Cc: Colleen Harrison <CHarrison@BSFLLP.com>; christopher.wilson@bakerbotts.com; Chris Seeger <CSeeger@seegerweiss.com>; Jennifer Scullion <JScullion@seegerweiss.com>; !Cattle-And-Beef-Defense-Service-List <Cattle-And-Beef-Defense-Service-List@wslists.com>
Subject: Motion to substitute

CAUTION: External email. Please do not respond to or click on links/attachments unless you recognize the sender.

Scott and Julie,

Thank you for meeting with us yesterday to discuss your joint motion. We understand that Sysco is willing to stipulate that it would continue to provide discovery and make witnesses available in the case (for deposition and trial) as if it were a party. We also understand that Carina would honor that stipulation and that the Sysco depositions would not count towards the 45 deposition limit for third parties. But that offer of discovery does not fully address Defendants' concerns. For example, we understand that there are provisions in at least one non-public agreement between Carina and Sysco that may inform their respective obligations in this case, but which you are not amenable to sharing with us. And Carina declined even an exploratory conversation of whether joinder may be a more appropriate option here. As we discussed yesterday, Fed. R. Civ. P. 25(c) provides that "if an interest is transferred, the action may be continued by or against the original party unless the court, on motion, orders the transferee to be substituted in the action or joined with the original party." Finally, we understand that Carina is unwilling to stipulate that substitution would be without prejudice to Defendants' rights beyond discovery from Sysco, such as treating evidence obtained from Sysco as from a party opponent, the ability to contest liability and damages to the same extent as if Sysco remained the plaintiff, or recovery of any costs or fees that might be assessed against the plaintiff. Given these types of issues and concerns, Defendants are not able to agree to the motion.

Please feel free to append this email to your meet and confer statement.

Best,
 Kosta

Kosta Stojilkovic | Partner

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